

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT ARKANSAS

JAN 12 2022

By: *[Signature]*
TAMMY H. DOWNS, CLERK
DEP. CLERK
PLAINTIFF

**LAWRENCE BROWN, Individually and
on Behalf of All Others Similarly Situated**

vs.

No. 4:22-cv-*20-LPR*

**PENSKE TRUCK LEASING CO., LP, and
PENSKE TRUCK LEASING CORPORATION**

DEFENDANTS

This case assigned to District Judge *[Signature]*
and U.S. Magistrate Judge *[Signature]*

ORIGINAL COMPLAINT—COLLECTIVE ACTION

Plaintiff Lawrence Brown ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his attorneys Sean Short and Josh Sanford of Sanford Law Firm, PLLC, for his Original Complaint—Collective Action ("Complaint") against Defendants Penske Truck Leasing Co., LP, and Penske Truck Leasing Corporation (collectively "Defendant" or "Defendants"), states and alleges as follows:

I. PRELIMINARY STATEMENTS

1. This is a collective action brought by Plaintiff, individually and on behalf of all others similarly situated, against Defendant for violations of the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the "FLSA"), and the overtime provisions of the Arkansas Minimum Wage Act, Ark. Code Ann. § 11-4-201, *et seq.* (the "AMWA").

2. Plaintiff seeks a declaratory judgment, monetary damages, liquidated damages, prejudgment interest, and a reasonable attorney's fee and costs as a result of Defendant's policies and practice of failing to pay proper overtime compensation under the FLSA and the AMWA.

II. JURISDICTION AND VENUE

3. The United States District Court for the Eastern District of Arkansas has subject matter jurisdiction over this suit under the provisions of 28 U.S.C. § 1331 because this suit raises federal questions under the FLSA.

4. This Complaint also alleges AMWA violations, which arise out of the same set of operative facts as the federal cause of action; accordingly, this Court has supplemental jurisdiction over Plaintiff's AMWA claims pursuant to 28 U.S.C. § 1367(a).

5. Defendant employed Plaintiff within Pulaski County. Therefore, venue is proper within this District pursuant to 28 U.S.C. § 1391.

III. THE PARTIES

6. Plaintiff is an individual and resident of Lonoke County.

7. Separate Defendant Penske Truck Leasing Co., LP ("Penske Co."), is a foreign limited partnership, registered to do business in Arkansas.

8. Penske Co.'s registered agent for service of process is Corporation Service Company at 300 Spring Building, Suite 900, 300 South Spring Street, Little Rock, Arkansas 72201.

9. Separate Defendant Penske Truck Leasing Corporation ("Penske Corporation") is a foreign, for-profit corporation, registered to do business in Arkansas.

10. Penske Corporation's registered agent for service of process is Corporation Service Company at 300 Spring Building, Suite 900, 300 South Spring Street, Little Rock, Arkansas 72201.

11. Defendant's also do business as Penske Transportation Solutions.

12. Defendant, in the course of its business, maintains a website at <https://www.pensketruckrental.com/>.

IV. FACTUAL ALLEGATIONS

13. Plaintiff repeats and realleges all the preceding paragraphs of this Complaint as if fully set forth in this section.

14. Defendant's primary business is to provide truck rentals to its customers.

15. Defendants have unified operational control and management, as well as control over employees, including shared power to supervise, hire and fire, establish wages and wage policies and set schedules for their employees through unified management.

16. Upon information and belief, the revenue generated from Penske Co. and Penske Corporation was merged and managed in a unified manner.

17. As a result of this unified operation, control and management, through shared employees and ownership with the authority to establish wages and wage policy, Defendants operated as a single enterprise.

18. Within the three years preceding the filing of this Complaint, Defendant has continuously employed at least four employees.

19. Defendant employs two or more individuals who engage in interstate commerce or business transactions, or who produce goods to be transported or sold in interstate commerce, or who handle, sell, or otherwise work with goods or materials that have been moved in or produced for interstate commerce, such as vehicles and fuel.

20. Defendant's annual gross volume of sales made or business done is not less than \$500,000.00 (exclusive of excise taxes at the retail level that are separately stated) in each of the three years preceding the filing of the Original Complaint.

21. At all times material herein, Plaintiff has been entitled to the rights, protections, and benefits provided under the FLSA and the AMWA.

22. Defendant employed Plaintiff as an hourly-paid employee from June of 2017 until November of 2021.

23. Defendant also employed other hourly-paid employees ("hourly employees") within the three years preceding the filing of this lawsuit.

24. At all relevant times herein, Defendant directly hired hourly employees to work on its behalf, paid them wages and benefits, controlled their work schedules, duties, protocols, applications, assignments and employment conditions, and kept at least some records regarding their employment.

25. Plaintiff and other hourly employees recorded their hours worked via Defendant's electronic time keeping system.

26. Plaintiff regularly worked hours over 40 per week.

27. Upon information and belief, other hourly employees also regularly or occasionally worked hours over 40 in a week.

28. Plaintiff regularly worked hours which went unrecorded and uncompensated.

29. In weeks in which Plaintiff worked over 40 hours, Defendant required him to sign a paper ("time-adjustment form") stating that the hours over 40 were a result of Plaintiff's mistake in recording his time in Defendant's system. Plaintiff was required to

sign the time-adjustment form regardless of whether he actually mistakenly recorded additional time.

30. Other hourly employees were also required to sign time-adjustment forms in weeks in which they worked over 40 hours.

31. If Plaintiff or other hourly employees refused to sign the time-adjustment form, they would receive a disciplinary write-up.

32. It is Defendant's policy to terminate employees after they receive three write-ups.

33. Defendant regularly required Plaintiff to work over 40 hours in a week or assigned him so much work that he was unable to complete his weekly work in 40 hours or less.

34. Upon information and belief, other hourly employees were also required to work over 40 hours per week.

35. Defendant knew or should have known that Plaintiff and other hourly employees were working hours over 40 in some or all weeks.

36. Defendant knew or should have known that Plaintiff and other hourly employees were working hours which went unrecorded and uncompensated.

37. At all relevant times herein, Defendant has deprived Plaintiff and other hourly employees of sufficient overtime compensation for all of the hours worked over forty per week.

38. Defendant knew or showed reckless disregard for whether its actions violated the FLSA and the AMWA.

V. REPRESENTATIVE ACTION ALLEGATIONS

39. Plaintiff repeats and realleges all previous paragraphs of this Complaint as though fully incorporated in this section.

40. Plaintiff brings this claim for relief for violation of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons similarly situated, who were, are, or will be employed by Defendant within the applicable statute of limitations period, who are entitled to payment of the following types of damages:

A. Regular wages and overtime premiums for all hours worked over forty hours in any week;

B. Liquidated damages; and

C. Attorney's fees and costs.

41. Plaintiff proposes the following collective under the FLSA:

All hourly employees who were paid for any workweek in which (1) their pay was calculated from a time-adjustment form and (2) the payment was for 39 or more hours, at any time within the last three years.

42. In conformity with the requirements of FLSA Section 16(b), Plaintiff has filed or will soon file a written Consent to Join this lawsuit.

43. The relevant time period dates back three years from the date on which Plaintiff's Original Complaint—Collective Action was filed herein and continues forward through the date of judgment pursuant to 29 U.S.C. § 255(a), except as set forth herein below.

44. The members of the proposed FLSA collective are similarly situated in that they share these traits:

- A. They were paid hourly;
- B. They were subject to Defendant's common policy and practice of requiring them to sign time-adjustment forms when they worked over 40 hours per week; and
- C. They worked over 40 hours in at least 1 week in which Defendant required them to sign a time-adjustment form.

45. Plaintiff is unable to state the exact number of the collective but believes that it exceeds 20 persons.

46. Defendant can readily identify the members of the collective, who are a certain portion of the current and former employees of Defendant.

47. The names and physical and mailing addresses of the probable FLSA collective action plaintiffs are available from Defendant.

48. The email addresses of many of the probable FLSA collective action plaintiffs are available from Defendant.

**VI. FIRST CLAIM FOR RELIEF
(Individual Claim for Violation of the FLSA)**

49. Plaintiff repeats and realleges all previous paragraphs of this Complaint as though fully set forth herein.

50. Plaintiff asserts this claim for damages and declaratory relief pursuant to the FLSA, 29 U.S.C. § 201, *et seq.*

51. At all relevant times, Defendant has been, and continues to be, an enterprise engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203.

52. 29 U.S.C. §§ 206 and 207 require any enterprise engaged in commerce to pay a minimum wage for all hours worked up to 40 each week and to pay 1.5x their regular

wages for all hours worked over 40 each week, unless an employee meets certain exemption requirements of 29 U.S.C. § 213 and all accompanying DOL regulations.

53. Defendant classified Plaintiff as nonexempt from the requirements of the FLSA.

54. Defendant failed to pay Plaintiff for all hours worked, including 1.5x his regular rate for all hours worked in excess of forty hours per week.

55. Defendant knew or should have known that its actions violated the FLSA.

56. Defendant's conduct and practices, as described above, were willful.

57. By reason of the unlawful acts alleged herein, Defendant is liable to Plaintiff for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA for all violations which occurred beginning at least three years preceding the filing of Plaintiff's initial complaint, plus periods of equitable tolling.

58. Defendant has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and, as a result thereof, Plaintiff is entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid minimum wage and unpaid overtime premium pay described above pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

59. Alternatively, should the Court find that Defendant acted in good faith in failing to pay Plaintiff as provided by the FLSA, Plaintiff is entitled to an award of prejudgment interest at the applicable legal rate.

**VII. SECOND CLAIM FOR RELIEF
(Collective Action Claim for Violation of the FLSA)**

60. Plaintiff repeats and realleges all previous paragraphs of this Complaint as though fully set forth herein.

61. Plaintiff asserts this claim for damages and declaratory relief on behalf of all similarly situated employees pursuant to the FLSA, 29 U.S.C. § 201, *et seq.*

62. At all relevant times, Defendant has been, and continues to be, an enterprise engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203.

63. 29 U.S.C. §§ 206 and 207 require any enterprise engaged in commerce to pay all employees a minimum wage for all hours worked up to 40 each week and to pay 1.5x their regular wages for all hours worked over 40 each week, unless an employee meets certain exemption requirements of 29 U.S.C. § 213 and all accompanying Department of Labor regulations.

64. Defendant classified Plaintiff and other similarly situated employees as nonexempt from the overtime provisions of the FLSA.

65. Defendant failed to pay Plaintiff and similarly situated employees for all hours worked, including 1.5x their regular rate for all hours worked in excess of 40 hours per week.

66. Defendant deprived Plaintiff and similarly situated employees of compensation for all of the hours worked over 40 per week, in violation of the FLSA.

67. Defendant knew or should have known that its actions violated the FLSA.

68. Defendant's conduct and practices, as described above, were willful.

69. By reason of the unlawful acts alleged herein, Defendant is liable to Plaintiff and all similarly situated employees for monetary damages, liquidated damages and costs, including reasonable attorney's fees provided by the FLSA for all violations which occurred beginning at least three years preceding the filing of Plaintiff's initial complaint, plus periods of equitable tolling.

70. Defendant has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and, as a result thereof, Plaintiff and similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

71. Alternatively, should the Court find that Defendant acted in good faith in failing to pay Plaintiff and the collective members as provided by the FLSA, they are entitled to an award of prejudgment interest at the applicable legal rate.

**VIII. THIRD CLAIM FOR RELIEF
(Individual Claim for Violation of the AMWA)**

72. Plaintiff repeats and realleges all previous paragraphs of this Complaint as though fully set forth herein.

73. Plaintiff asserts this claim for damages and declaratory relief pursuant to the AMWA, Ark. Code Ann. §§ 11-4-201, *et seq.*

74. At all relevant times, Defendant was Plaintiff's "employer" within the meaning of the AMWA, Ark. Code Ann. § 11-4-203(4).

75. Sections 210 and 211 of the AMWA require employers to pay all employees a minimum wage for all hours worked, and to pay 1.5x regular wages for all hours worked over 40 each week, unless an employee meets the exemption requirements of 29 U.S.C. § 213 and accompanying Department of Labor regulations.

76. Defendant classified Plaintiff as nonexempt from the requirements of AMWA.

77. Defendant failed to pay Plaintiff for all hours worked, including overtime wages as required under the AMWA for all hours that Plaintiff worked in excess of forty per week.

78. Defendant knew or should have known that its practices violated the AMWA.

79. Defendant's conduct and practices, as described above, were willful, intentional, unreasonable, arbitrary, and in bad faith.

80. By reason of the unlawful acts alleged herein, Defendant is liable to Plaintiff for, and Plaintiff seeks, monetary damages, liquidated damages, prejudgment interest, and costs, including reasonable attorney's fees as provided by the AMWA.

IX. PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiff Lawrence Brown, individually and on behalf of all others similarly situated, respectfully prays that Defendant be summoned to appear and to answer this Complaint and for declaratory relief and damages as follows:

A. A declaratory judgment that Defendant's practices alleged in this Complaint violate the FLSA, the AMWA, and their related regulations;

B. Certification of a collective under Section 216 of the FLSA of all individuals similarly situated, as further defined in any motion for the same;

C. Judgment for damages suffered by Plaintiff and others similarly situated for all unpaid wages under the FLSA, the AMWA and their related regulations;

D. Judgment for liquidated damages owed to Plaintiff and all others similarly situated pursuant to the FLSA, the AMWA, and their related regulations;

E. An order directing Defendant to pay Plaintiff and all others similarly situated interest, a reasonable attorney's fee and all costs connected with this action; and

F. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

**LAWRENCE BROWN, Individually
and on Behalf of All Others
Similarly Situated, PLAINTIFF**

SANFORD LAW FIRM, PLLC
Kirkpatrick Plaza
10800 Financial Centre Pkwy, Suite 510
Little Rock, Arkansas 72211
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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

**LAWRENCE BROWN, Individually and
on Behalf of All Others Similarly Situated**

PLAINTIFF

vs.

No. 4:22-cv-*20-LPR*

**PENSKE TRUCK LEASING CO., LP, and
PENSKE TRUCK LEASING CORPORATION**

DEFENDANTS

CONSENT TO JOIN COLLECTIVE ACTION

I was employed as an hourly worker for Penske Truck Leasing Co., LP, and Penske Truck Leasing Corporation within the past three (3) years. I understand this lawsuit is being brought under the Fair Labor Standards Act for unpaid wages. I consent to becoming a party-plaintiff in this lawsuit, to be represented by Sanford Law Firm, PLLC, and to be bound by any settlement of this action or adjudication by the Court.

Lawrence Brown

LAWRENCE BROWN

January 12, 2022

**Josh Sanford, Esq.
SANFORD LAW FIRM, PLLC
Kirkpatrick Plaza
10800 Financial Centre Parkway, Suite 510
Little Rock, Arkansas 72211
Telephone: (501) 221-0088
Facsimile: (888) 787-2040
josh@sanfordlawfirm.com**

JS 44 (Rev. 06/17)

CIVIL COVER SHEET 4:22cv00-LPR

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
LAWRENCE BROWN, Individually and on Behalf of All Others Similarly Situated
(b) County of Residence of First Listed Plaintiff Lonoke
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
Josh Sanford, SANFORD LAW FIRM, PLLC, Kirkpatrick Plaza, 10800 Financial Centre Parkway, Suite 510, Little Rock, Arkansas 72211 501-221-0088; josh@sanfordlawfirm.com

DEFENDANTS
PENSKE TRUCK LEASING CO., LP, and PENSKE TRUCK LEASING CORPORATION
 County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known) _____

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability				<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	PERSONAL PROPERTY			<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 370 Other Fraud			<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 830 Securities/Commodities/Exchange
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 371 Truth in Lending	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 424 Appeal 28 USC 158	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 425 Appeal 28 USC 159	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 426 Appeal 28 USC 160		<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 427 Appeal 28 USC 161		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 428 Appeal 28 USC 162		<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 429 Appeal 28 USC 163		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	CIVIL RIGHTS	PRISONER PETITIONS		<input type="checkbox"/> 430 Appeal 28 USC 164		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	LABOR	<input type="checkbox"/> 431 Appeal 28 USC 165		
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 432 Appeal 28 USC 166		
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 433 Appeal 28 USC 167		
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 434 Appeal 28 USC 168		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 435 Appeal 28 USC 169		
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 436 Appeal 28 USC 170		
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 437 Appeal 28 USC 171		
		<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 438 Appeal 28 USC 172		
		<input type="checkbox"/> 555 Prison Condition	IMMIGRATION	<input type="checkbox"/> 439 Appeal 28 USC 173		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Appeal 28 USC 174		
			<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 441 Appeal 28 USC 175		

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
 Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 201, et seq.
 Brief description of cause:
Unpaid Wages

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____
 CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
 JUDGE _____ DOCKET NUMBER _____

DATE January 12, 2022
 SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Penske Used Time-Adjustment Forms to Avoid Paying Workers Overtime Wages, Lawsuit Alleges](#)
